



Agenda
City Council Meeting
September 25th, 2023
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Consent Agenda

- a. Approval of Minutes: Council Meeting 08/28/2023.

Bradley Cook – “Safe Park Habersham”

Citizen Comment

Public Hearings

Reports

Police Department – Chief Chris Jones

Old Business

1. Consideration/Approval of 1st Reading of Chitwood Development Ordinance
#2023-08130Z
2. Consideration/Approval of LeadsOnline Agreement

New Business

3. Consideration/Approval of Entertainment District Resolution #2023-09131R
4. Discussion of 2023 Millage Rate

Executive Session

Announcements

- a. Join us for the final 2023 Movie In the Market on October 20th at 7:30 pm! Bring your chairs and blankets to the Baldwin Farmers’ Market for a free screening of “Coco.” Light concessions will be available with all proceeds going to our “Shop With a Hero” program!
- b. The City of Baldwin is accepting vendors for our Sixth Annual Fall Festival on October 21st! We welcome food trucks, crafters, and non-profits to sign up for a booth and be a part of our yearly celebration of Baldwin and our surrounding community. The vendor application is available online at www.cityofbaldwin.org or by emailing baldwinevents@cityofbaldwin.org.

Adjournment

FIRST READING 06/08/2020

PUBLISHED 05/22/2020

PASSED 12/14/2020

AN ORDINANCE NO. 20-054Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY REZONING ALL THOSE TRACTS OR PARCELS OF LAND OWNED BY ROCHELLES 2010, LLC AND WITH REZONING ALSO REQUESTED BY LULA CAPITAL, LLC, AND BEING TAX MAP PARCEL 053 029 AND BEING APPROXIMATELY 142.63 ACRES, MORE OR LESS, AND LYING AND BEING IN LAND LOTS 155, 156, 165 AND 166 OF THE 10TH LAND DISTRICT OF HABERSHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ON A DEED OR PLAT WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AT THE TIME OF ANNEXATION AS PLANNED RESIDENTIAL DISTRICT (PRD) [AND CURRENTLY ZONED PRIOR TO ANNEXATION AS AGRICULTURAL DISTRICT (AG) AND LOW INTENSITY DISTRICT (LI)], WITH CONDITIONS; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the City Council of Baldwin, Georgia as follows:

Section 1. ZONING IMPOSED WITH CONDITIONS.

That from and after the passage of this ordinance the following described lands to be annexed into the City of Baldwin shall be zoned and so designated on the zoning map of the City of Baldwin as Planned Residential District (PRD) and being approximately 142.63 acres, with the following conditions:

Conditions:

- (1) The proposed development shall be developed in accordance with the letter of

intent included with the application to amend the zoning map of Baldwin, Georgia by Lula Capital, LLC, the site summary, the descriptive letter as to “Baldwin Village Annexation” by Lula Capital, LLC, the plat of the property entitled “Annexation Survey for Lula Capital, LLC,” the example architectural drawings included as a part of the application of Lula Capital, LLC and the preliminary development plan for “Baldwin Village.” The development shall be in substantial compliance with said documents, and which are attached hereto and incorporated herein to this rezoning ordinance. By this rezoning, the City Council specifically finds that the project should go forward and approves the project subject to the express approval of the City Council to a final development plan. Lula Capital, LLC agrees to a reduction in density to 580 units.

(2) The developer, or developer’s successor, prior to the issuance of any building permits, shall present a final development plan in accordance with Section 1105 and Section 1106 of the Baldwin Zoning Ordinance, and shall have the final development plans be approved by the City Council for the City of Baldwin. No building permits will be issued for this project until such time as the final development plans have been approved by the City Council and the plan has been recorded with the Clerk of Superior Court where the subject property lies. Excluding POD E as no new roads or engineering will be required to build on these lots.

(3) The development of this property, in substantial accordance with the preliminary development plan, and in accordance with the final development plan, is subject to the submission of the final development plan by applicant, or applicant’s successor within 3 years from adoption of this ordinance.

Failure to submit the final development plan within this specific time frame will require applicant, or applicant's successor to go through the rezoning process again, and present a new preliminary development plan and again comply with Sections 1104, 1105, and 1106 of the Baldwin Zoning Ordinance.

Legal Description:

All that tract or parcel of land being approximately 142.63 acres, being Tax Map Parcel 053 029, excluding tract 2 and lying and being in Land Lots 155, 156, 165 and 166 of the 10th Land District of Habersham County, Georgia and more particularly described on annexation survey by Davidson Land Surveying dated 5/18/2020, and which is attached hereto, and incorporated by reference hereof, into this legal description.

Section 2. REPEAL OF CONFLICTING ORDINANCES.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 3. SEVERABILITY OF PARAGRAPHS.

If any portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not effect or impair the remaining portions unless it clearly appears that other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

Section 4. AMENDMENT TO THE ZONING MAP.

This ordinance is enacted as an amendment to the zoning map of the City of Baldwin.

Section 5. EFFECTIVE DATE.

The effective date of the zoning classification imposed by this ordinance shall be on the

later of:

(A) The date the zoning classification is approved by the City of Baldwin, by and through its City Council; or

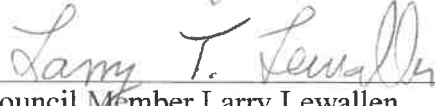
(B) The date that the annexation of the subject property becomes effective pursuant to Georgia law.

SO ORDAINED this 14th day of December 2020

BALDWIN CITY COUNCIL

By: 
Mayor Joe Elam



Council Member Theron Ayers


Council Member Larry Lewallen

Council Member Alice Venter


Council Member Stephanie Almagno

Attest:


Emily Woodmaster
City Clerk



Prepared By & Return To:
Hoyte Law Firm
10-S, Brooks St. #3
Cleveland, GA 30528
(706) 521-3600

eFiled & eRecorded
DATE: 12/20/2019
TIME: 3:01 PM
DEED BOOK: 01208
PAGE: 00923 - 00924
TRANSFER TAX: \$0.00
RECORDING FEES: \$12.00
PARTICIPANT ID: 6554512780
CLERK: David C Wall
HABERSHAM County, GA
PT61: 0682019002469

QUITCLAIM DEED
NO TITLE EXAM

THIS INDENTURE, Made the 10th day of December, 2019 between Charlene Kent, as party or parties of the first part, hereinafter called Grantors, and Rochelles-2010, LLC, as party or parties of the second part, hereinafter called Grantees.

WITNESSETH:

Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents do hereby remise, convey and forever quitclaim unto the Grantees all its interest in the following described real estate:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 156 & 165, of the 10th Land District of Habersham County, Georgia, containing 106.204 acres, more or less on a plat of survey prepared by Edwin G. Davidson, R.S. under date of May 24, 2007, recorded in the office of the Clerk of the Superior Court of Habersham County, Georgia, in Plat Book 60, Page 35, to which said plat and the record thereof, reference is hereby made for a more complete description.

LESS & EXCEPT a 0.02 acre portion of the above-described property shown as a cemetery on the plat referred to hereinabove.

This being the same property as described in that Warranty Deed in Lieu of Foreclosure dated 07/22/2011 and recorded 02/29/2012, in Deed Book 980, Pages 848-850, Habersham County, Georgia Deed Records,

[CONTINUED ON FOLLOWING PAGE]

Quitclaim Deed

This Deed is given subject to all easements and restrictions of record and matters shown on the
aforementioned survey.

AND

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 155, 156 & 166, of the
10th Land District of Habersham County, Georgia, containing 39.485 acres, more or less, as shown
on a plat of survey prepared by Edwin G. Davidson, R.S. dated March 31, 2008, recorded in in
Plat Book 61, Page 152, Habersham County, Georgia Deed Records, said plat being incorporated
herein and made a part hereof.

This being the same property as described in that Warranty Deed in Lieu of Foreclosure dated
07/22/2011 and recorded 02/29/2012, in Deed Book 980, Pages 857-859, Habersham County,
Georgia Deed Records.


This Deed is given subject to all easements and restrictions of record and matters shown on the
aforementioned survey.

TOGETHER WITH any and all the rights, privileges, easements, improvements and
appurtenances to the same belonging.


TO HAVE AND TO HOLD the said described premises to Grantees, so that neither
Grantors nor any person or persons claiming under Grantors shall at any time, by any means or
ways, have, claim or demand any right or title to said premises or appurtenances, or any rights
thereof.

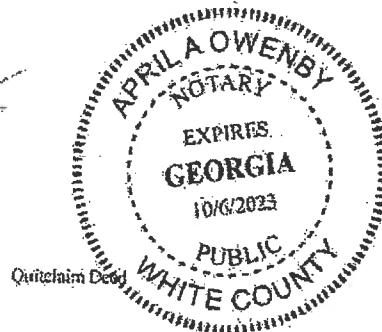
IN WITNESS WHEREOF, Grantor have signed and sealed this deed, the 10th day of
December, 2019.

Signed, sealed and delivered
in the presence of:


Unofficial Witness

 (SEAL)
Charlene Kent


Notary Public



Surveyor Eddie C. Davidson
P.L.S. #2588
328 Bridge St.
Clarksville, Ga. 30523
Phone (706) 754-7498

NOTE: THIS PLAN IS NOT VALID FOR RECORDING PURPOSES UNLESS SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL BLACK INK OVER THE STAMP.



In my opinion this plan is a correct representation of the land plotted and has been assessed in conformity with minimum standards and requirements of law.

Surveyor *Eddie C. Davidson*

ABBREVIATIONS

- C/L - CENTERLINE
- DS - DEED BOOK
- EP - EDGE OF PAVEMENT
- FG - FLOODING
- IPF - IRON PIN FOUND
- IPS - IRON PIN SET
- L.L. - LAND LOT LINE
- N/P - NOW OR FORMERLY
- D/F - OPEN 10' WIDE
- PL - PLAC ROAD
- P/L - PROPERTY LINE
- R/W - RIGHT-OF-WAY

NOTES:

1. The land plotted herein is subject to any easements, reservations, or restrictions that may exist either written or unwritten.
2. All ties are 1/2" rebar.
3. No right-of-way for Thompson Road (gravel section) was on record. Prescriptive Rights are assumed.
4. Additional Acreage:
 - a. Area within Transmission Line Easement: 4.30± Acres
 - b. Area within utility distribution line easement: 1.87± Acres (assuming 30' easement)
 - c. Area within 100-year flood zone: 24.81± Acres (see flood note)
 - d. Area within stream: 0.66± Acres
 - e. Area within Thompson Road: 0.28± Acres
 - f. Area within cemetery: 0.02± Acres

LEGEND

- These standard symbols will be found in the drawing:
- E — ELECTRIC POWER
 - T — TELEPHONE
 - U — UTILITY POLE
 - W — WELL
 - B — BELLPHONE BOX
 - IPF — IRON PIN FOUND
 - C — CONCRETE MONUMENT FOUND
 - T — TIES
 - B — BREAK IN P/L

LINE	Bearing	Distance
L1	S 17°34'12" W	73.30
L2	S 24°01'27" W	31.13
L3	S 15°33'41" W	103.14
L4	S 87°22'50" W	37.52
L5	S 72°31'30" W	151.69
L6	S 83°52'53" W	71.20
L7	S 87°18'12" W	103.14
L8	S 34°31'43" W	72.43
L9	S 45°58'51" W	41.26
L10	S 81°44'23" W	52.41
L11	S 87°18'12" W	103.14
L12	S 34°31'43" W	72.43
L13	S 45°58'51" W	41.26
L14	S 81°44'23" W	52.41
L15	S 87°18'12" W	103.14
L16	S 34°31'43" W	72.43
L17	S 45°58'51" W	41.26
L18	S 81°44'23" W	52.41
L19	S 87°18'12" W	103.14
L20	S 34°31'43" W	72.43
L21	S 45°58'51" W	41.26
L22	S 81°44'23" W	52.41
L23	S 87°18'12" W	103.14
L24	S 34°31'43" W	72.43
L25	S 45°58'51" W	41.26
L26	S 81°44'23" W	52.41
L27	S 87°18'12" W	103.14
L28	S 34°31'43" W	72.43
L29	S 45°58'51" W	41.26
L30	S 81°44'23" W	52.41
L31	S 87°18'12" W	103.14
L32	S 34°31'43" W	72.43
L33	S 45°58'51" W	41.26
L34	S 81°44'23" W	52.41
L35	S 87°18'12" W	103.14
L36	S 34°31'43" W	72.43
L37	S 45°58'51" W	41.26
L38	S 81°44'23" W	52.41
L39	S 87°18'12" W	103.14
L40	S 34°31'43" W	72.43
L41	S 45°58'51" W	41.26
L42	S 81°44'23" W	52.41
L43	S 87°18'12" W	103.14
L44	S 34°31'43" W	72.43
L45	S 45°58'51" W	41.26
L46	S 81°44'23" W	52.41
L47	S 87°18'12" W	103.14
L48	S 34°31'43" W	72.43
L49	S 45°58'51" W	41.26
L50	S 81°44'23" W	52.41
L51	S 87°18'12" W	103.14
L52	S 34°31'43" W	72.43
L53	S 45°58'51" W	41.26
L54	S 81°44'23" W	52.41
L55	S 87°18'12" W	103.14
L56	S 34°31'43" W	72.43
L57	S 45°58'51" W	41.26
L58	S 81°44'23" W	52.41
L59	S 87°18'12" W	103.14
L60	S 34°31'43" W	72.43
L61	S 45°58'51" W	41.26
L62	S 81°44'23" W	52.41
L63	S 87°18'12" W	103.14
L64	S 34°31'43" W	72.43
L65	S 45°58'51" W	41.26
L66	S 81°44'23" W	52.41
L67	S 87°18'12" W	103.14
L68	S 34°31'43" W	72.43
L69	S 45°58'51" W	41.26
L70	S 81°44'23" W	52.41
L71	S 87°18'12" W	103.14
L72	S 34°31'43" W	72.43
L73	S 45°58'51" W	41.26
L74	S 81°44'23" W	52.41
L75	S 87°18'12" W	103.14
L76	S 34°31'43" W	72.43
L77	S 45°58'51" W	41.26
L78	S 81°44'23" W	52.41
L79	S 87°18'12" W	103.14
L80	S 34°31'43" W	72.43
L81	S 45°58'51" W	41.26
L82	S 81°44'23" W	52.41
L83	S 87°18'12" W	103.14
L84	S 34°31'43" W	72.43
L85	S 45°58'51" W	41.26
L86	S 81°44'23" W	52.41
L87	S 87°18'12" W	103.14
L88	S 34°31'43" W	72.43
L89	S 45°58'51" W	41.26
L90	S 81°44'23" W	52.41
L91	S 87°18'12" W	103.14
L92	S 34°31'43" W	72.43
L93	S 45°58'51" W	41.26
L94	S 81°44'23" W	52.41
L95	S 87°18'12" W	103.14
L96	S 34°31'43" W	72.43
L97	S 45°58'51" W	41.26
L98	S 81°44'23" W	52.41
L99	S 87°18'12" W	103.14
L100	S 34°31'43" W	72.43
L101	S 45°58'51" W	41.26
L102	S 81°44'23" W	52.41

2017 JUL 10 PM 4:30
Book Page Recorded
David C. Neal

The data plotted herein was obtained using GPS methods. The field date upon which this plan is based has a closure precision of one foot in 1.0 million feet and an angular error of 1.0 seconds per angle point and was adjusted using (no adjustment) rule.

This plan has been calculated for closure and is found to be accurate within one foot in 1,000,000 feet.

Linear measurements obtained using Leica SR1200P2
Angular measurements obtained using Leica SR1200P2
Field work completed on 3/21/2007



A PORTION OF THIS PROPERTY IS SHOWN TO BE LOCATED WITHIN A 100 YEAR FLOOD HAZARD AREA ACCORDING TO FIRM MAP NO. 12945B D1.5 D DATED APRIL 2, 1991. THIS IS BASED ON GRAPHICALLY LOCATING THIS PROPERTY ON SAID MAP. NO ADDITIONAL FIELD WORK HAS BEEN PERFORMED TO MAKE THIS DETERMINATION.

THIS PLAN IS FOR THE SOLE AND EXCLUSIVE USE OF THE PARTY NAMED IN THE TITLE BLOCK. ALL OTHERS USE AT THEIR OWN RISK.

BOUNDARY SURVEY FOR:
CAROL LOVELL
DAVIDSON LAND SURVEYING, INC.
E.C. (EDDIE) DAVIDSON, PLS
328 Bridge St.
CLARKSVILLE, GEORGIA 30523
(706) 754-7498

DA 2588 SC 1E127 NC 3L-3448 TN # 1877 AL 202550
Land Lot: 155 & 165 District: 1091 County: Habersham, Georgia
Date: 3/24/2007 Scale: 1"=200' Job No.: 07-075
Drawing No.: 07-075

FIRST READING 09/25/2023

PUBLISHED 09/06/2023

PASSED _____

AN ORDINANCE NO 2023-08130Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY REPEALING ALL OF ORDINANCE 20-0654Z IN ITS ENTIRETY AND REPLACING IT WITH THIS ORDINANCE AND REZONING ALL THOSE TRACTS OR PARCELS OF LAND OWNED BY ROCHELLES 2010, LLC AND WITH REZONING ALSO REQUESTED BY LULA CAPITAL, LLC, AND BEING TAX MAP PARCEL 053 029 AND BEING APPROXIMATELY 142.63 ACRES, MORE OR LESS, AND LYING AND BEING IN LAND LOTS 155, 156, 165 AND 166 OF THE 10TH LAND DISTRICT OF HABERSHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ON A DEED OR PLAT WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AT THE TIME OF ANNEXATION AS PLANNED RESIDENTIAL DISTRICT (PRD) [AND CURRENTLY ZONED PRIOR TO ANNEXATION AS AGRICULTURAL DISTRICT (AG) AND LOW INTENSITY DISTRICT (LI)], WITH CONDITIONS; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the City Council of Baldwin, Georgia as follows:

Section 1. ZONING IMPOSED WITH CONDITIONS.

That from and after the passage of this ordinance the following described lands to be annexed into the City of Baldwin shall be zoned and so designated on the zoning map of the City of Baldwin as Planned Residential District (PRD) and being approximately 142.63 acres, with the following conditions:

Conditions:

(1) The proposed development shall be developed in accordance with the letter of

40 intent included with the application to amend the zoning map of Baldwin, Georgia by
41 Lula Capital, LLC, the site summary, the descriptive letter as to “Baldwin Village
42 Annexation” by Lula Capital, LLC, the plat of the property entitled “Annexation Survey
43 for Lula Capital, LLC,” the example architectural drawings included as a part of the
44 application of Lula Capital, LLC and the preliminary development plan for “Baldwin
45 Village.” The development shall be in substantial compliance with said documents, and
46 which are attached hereto and incorporated herein to this rezoning ordinance. By this
47 rezoning, the City Council specifically finds that the project should go forward and
48 approves the project subject to the express approval of the City Council to a final
49 development plan. Lula Capital, LLC agrees to a reduction in density to 580 units.

50 (2) The developer, or developer’s successor, prior to the issuance of any building
51 permits, shall present a final development plan in accordance with Section 1105 and
52 Section 1106 of the Baldwin Zoning Ordinance, and shall have the final development
53 plans be approved by the City Council for the City of Baldwin. No building permits will
54 be issued for this project until such time as the final development plans have been
55 approved by the City Council and the plan has been recorded with the Clerk of Superior
56 Court where the subject property lies. Excluding POD E as no new roads or engineering
57 will be required to build on these lots.

58 (3) The development of this property, in substantial accordance with the preliminary
59 development plan, and in accordance with the final development plan, is subject to the
60 submission of the final development plan by applicant, or applicant’s successor within 4
61 years from adoption of this ordinance.

62 Failure to submit the final development plan within this specific time frame will require

63 applicant, or applicant's successor to go through the rezoning process again, and present
64 a new preliminary development plan and again comply with Sections 1104, 1105, and
65 1106 of the Baldwin Zoning Ordinance.

66 Legal Description:

67
68 All that tract or parcel of land being approximately 142.63 acres, being Tax Map Parcel
69 053 029, and lying and being in Land Lots 155, 156, 165 and 166 of the 10th Land District of
70 Habersham County, Georgia and more particularly described on a deed or plat, and which is
71 attached hereto, and incorporated by reference hereof, into this legal description. Confirm legal
72 descriptions and that strip is left open. Reference annexation survey by Davidson Land
73 Surveying dated 5/18/2020 and reference legal descriptions for tracts 1 and 3.

74 **Section 2. REPEAL OF CONFLICTING ORDINANCES.**

75 All ordinances and parts of ordinances in conflict herewith are hereby repealed to the
76 extent of the conflict.

77 **Section 3. SEVERABILITY OF PARAGRAPHS.**

78 If any portion of this ordinance shall be invalid or unconstitutional, such invalidity or
79 unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that
80 other parts are wholly and necessarily dependent upon the part held to be invalid or
81 unconstitutional.

82 **Section 4. AMENDMENT TO THE ZONING MAP.**

83 This ordinance is enacted as an amendment to the zoning map of the City of Baldwin.

84 **Section 5. EFFECTIVE DATE.**

85 The effective date of the zoning classification imposed by this ordinance shall be on the
86 later of:

87 (A) The date the zoning classification is approved by the City of Baldwin, by and through
88 its City Council; or

89 (B) The date that the annexation of the subject property becomes effective pursuant to
90 Georgia law.

91 **SO ORDAINED** this _____ day of _____, 2023.

92 **BALDWIN CITY COUNCIL**

93
94
95
96 By: _____
97 Acting Mayor Alice Venter

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100 _____
101 Council Member Theron Ayers

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104 _____
105 Council Member Larry Lewallen

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108 _____
109 Council Member Maarten Venter

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112 _____
113 Council Member Stephanie Almagno

114
115
116 Attest:

117
118
119 _____
120 Erin Gathercoal
121 City Clerk

AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated September 1, 2023, ("Effective Date") is made between Baldwin Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- 1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

- 6.2 LEADS IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY AGENCY OR ALLEGED BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF LEADS' SYSTEM UNLESS THERE IS A SHOWING OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LEADS.
- 6.3 IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.4 AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.
- 6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.
- 6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**
- 6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.
- 6.8 The parties agree that no provision of this Agreement extends either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

7. Miscellaneous

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.
- 7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.

AGENCY AGREEMENT – Attachment ‘A’

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	TotalTrack
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Annual subscription fee for the Initial Term due on September 1, 2023. Annual subscription fee after the first year will be invoiced according to then-current pricing and is due within 30 days of renewal.	\$2,419

STATE OF GEORGIA
COUNTY OF HABERSHAM

RESOLUTION #2023-09131R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BALDWIN TO ESTABLISH A TEMPORARY DOWNTOWN ENTERTAINMENT DISTRICT PURSUANT TO ORDINANCE NO. 2022-10112 TO ALLOW AN ESTABLISHMENT WITH A VALID ALCOHOL LICENSE TO OPERATE WITHIN SUCH AREA DURING THE TIME PERIOD PRESCRIBED HEREIN TO DISPENSE AND/OR SERVE ALCOHOLIC BEVERAGES FOR CARRY OUT PURPOSES DURING THE CITY OF BALDWIN'S FALL FESTIVAL, AND FOR OTHER PURPOSES

WHEREAS, on October 17, 2022, the Baldwin City Council adopted Ordinance No. 2022-10112 so as to allow the City, by Resolution, to specifically authorize the establishment of a Downtown Entertainment District that allows those establishments with a valid alcohol license operating within such area to dispense and/or serve alcoholic beverages for carry out purposes, provided all other laws, rules, and ordinances are followed; and

WHEREAS, the Baldwin City Council desires to establish a temporary Downtown Entertainment District as set forth herein for the purpose of allowing the sale and consumption of alcoholic beverages within such District during the City of Baldwin's Fall Festival.

NOW THEREFORE BE IT RESOLVED by the Mayor and the Baldwin City Council that:

1.

The City of Baldwin, Georgia, by and through the City Council, hereby establishes a temporary Downtown Entertainment District as depicted on Exhibit A attached hereto and incorporated herein by reference, to be effective from 12:00 p.m. on October 21, 2023, until 8:00 p.m. on October 21, 2023. Pursuant to Ordinance No. 2022-10112, consumption of alcoholic beverages shall be permitted within the Downtown Entertainment District and during the times established herein.

2.

The following establishment(s) is/are permitted to dispense and/or serve alcoholic beverages within the temporary Downtown Entertainment District established herein:

1. Los Cerritos of Baldwin, GA

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its adoption by the Mayor and City Council.

Adopted and approved this 25th day of September, 2023.

By:

Acting Mayor, Alice Venter

Attest:

City Clerk, Erin Gathercoal

DRAFT

NOTICE OF 5 YEAR HISTORY

The Mayor and City Council of the City of Baldwin, Georgia 30511, do hereby announce the millage rate for 2022 will be set at a public meeting to be held at the Council Chambers/ Courtroom located at 155 Willingham Avenue, Baldwin, Georgia 30511 at 6:30 p.m. on September 12th, 2022 and pursuant to the requirements of O.C.G.A. Section 48-5-32, do hereby publish the following presentation of the current year's tax digest along with the history of the tax digest and levy for the past 5 years.

CURRENT TAX DIGEST AND 5 YEAR HISTORY OF LEVY

	2018		2019		2020		2021		2022	
	Banks	Habersham	Banks	Habersham	Banks	Habersham	Banks	Habersham	Banks	Habersham
Real & Personal	13,167,054	48,016,830	14,393,429	48,227,879	15,604,735	54,456,449	16,615,107	65,975,744	17,800,229	76,079,943
Motor Vehicles	1,246,350	860,810	1,317,160	750,730	1,603,310	641,480	1,999,850	527,510	2,064,350	542,480
Mobile Homes	19,771	781,456	27,261	782,132	29,147	761,760	51,988	761,836	67,752	907,000
timber 100%	-	5,247	-	-	-	-	-	-	-	-
Heavy Duty Equipment	-	-	-	-	-	-	-	-	-	-
State Forest Land Grant	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Public Utilities	583,868	1,555,506	595,324	1,655,745	627,742	1,766,316	657,018	1,907,438	657,018	1,959,802
Gross Digest	15,017,043	51,219,849	16,333,174	51,416,486	17,865,234	57,623,006	18,666,945	69,172,528	19,932,331	79,489,226
Less M&O Exemption	133,088	1,479,834	147,049	1,533,980	242,681	1,588,744	276,241	1,717,717	327,558	1,628,511
Net M&O Digest	14,883,955	49,740,015	16,186,125	49,882,506	17,622,553	56,034,262	18,390,704	67,454,811	19,604,773	77,860,715
Gross M&O Millage	7.750	7.750	7.750	7.506	7.506	7.504	7.504	6.793	6.793	9.342
Less Rollback	6.418	0.197	5.737	0.000	5.663	0.000	5.829	0.000	5.185	0.000
Net M&O Millage	1.332	7.553	2.013	7.506	1.843	7.504	1.675	6.793	1.608	9.342
Total Tax Levy	19,825	375,686	32,583	374,418	32,478	420,481	30,804	458,221	31,524	727,375
Increase/(Decrease)	9,080	348	12,757	(1,268,24)	(104)	46,088	1,040	37,739	720	269,154
Net Taxes Percent	65.12%	0.09%	32.55%	-0.35%	1.24%	10.96%	3.38%	8.24%	2.28%	37.00%
										\$ 809,967.17

Millage Rate Options

	NO ROLLBACK		FULL ROLLBACK		PARTIAL ROLLBACK	
	2022		2023		2023	
	Habersham	Banks	Habersham	Banks	Habersham	Banks
	76,079,943	22,103,394	93,559,204	26,014,549	93,559,204	26,014,549
	542,480	22,022,610	513,870	1,857,770	513,870	1,857,770
	907,000	55,883	1,260,504	50,270	1,260,504	50,270
	-	-	-	-	-	-
	-	-	-	-	-	-
	n/a	n/a	n/a	n/a	n/a	n/a
	1,959,802	670,113	1,566,227	670,439	1,566,227	670,439
	79,489,226	24,181,887	95,333,577	27,922,589	95,333,577	27,922,589
	1,628,511	345,705	10,275,204	424,192	10,275,204	424,192
	77,860,715	23,836,182	85,058,373	27,498,397	85,058,373	27,498,397
	9,342	9,342	9,342	8,400	9,342	8,990
	0,000	5,877	0,000	5,793	0,942	6,352
	9,342	3,465	9,342	3,549	8,400	8,990
	727,375	82,592	794,615	97,592	714,490	72,403
	269,154	51,068	67,241	14,999	(80,125)	50,184
	37,00%	61.83%	8.46%	15.37%	-11.21%	6.56%
	\$ 809,967.17	\$	\$ 892,207.13	\$	\$ 760,880.13	\$ 837,078.05
		2023 Net Digest		\$23,836,182		\$23,836,182
		2022 Banks LOST		\$160,002		\$160,002
		Rollback Millage		6.713		6.713
		Set Millage		9.342		8.99
		Net Millage		2.629		2.277
		LOST Increase		0.084		0.356
						2.633
	2022		2023		2023	2023

Habersham	90% Habersham	89% Habersham	94% Habersham
Banks	10% Banks	11% Banks	6% Banks
			91% Banks
			9%